

Motor Legal Expenses Insurance



Insurance Product Information Document

Company: ARAG Legal Expenses Insurance Company Limited

Product: ARAG Auto Ultimate Legal Protection

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

This document is a summary of the insurance cover and restrictions.

Please refer to your policy documentation for full details of your cover and the terms and conditions.

What is this type of insurance?

If you are involved in a motor accident that wasn't your fault, motor legal expenses insurance provides cover to help you pursue compensation for your injuries, and/or to recover any losses that are not covered by your motor insurance policy from the driver at fault. It also provides cover for legal costs if you're prosecuted for a motoring offence or involved in a contract dispute relating to your vehicle.



What is insured?

Personal Injury

- ✓ Following an accident that wasn't your fault, recovery of compensation for death or bodily injury to the driver or passengers

Uninsured Loss Recovery

- ✓ Following an accident that wasn't your fault, recovery of losses that are not covered under your motor insurance policy, such as damage to the insured vehicle or damage to personal belongings

Replacement Hire Vehicle

- ✓ A hire vehicle if yours cannot be driven, following an accident that wasn't your fault

Motor Prosecution Defence

- ✓ Defence if you are prosecuted for a motoring offence

Motor Contract Disputes

Disputes over:

- ✓ Buying, selling, hiring or insurance of the insured vehicle or its spare parts or accessories
- ✓ Service, repair or testing of the insured vehicle

Telephone Helplines

- ✓ Legal advice
- ✓ Tax advice
- ✓ Health and medical information
- ✓ Counselling service



What is not insured?

- ✗ Claims for uninsured loss recovery, personal injury, replacement hire vehicle or motor contract disputes where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs which exceed your policy limit of £100,000 for any one claim
- ✗ Events or disputes that started before the date your cover begins
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority
- ✗ Costs you incur before we have agreed to cover your claim
- ✗ If we agree you can choose your own lawyer, any costs above what we would have paid our preferred lawyers – this is currently £100 per hour (this amount may vary from time to time)



Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest
- ! **Personal injury** claims where the accident was your fault, or claims relating to psychological injury or mental illness, unless caused by the same event as a physical bodily injury and forming part of the same claim
- ! **Uninsured loss recovery** claims where the accident was your fault
- ! **Motor prosecution defence** claims:
 - relating to parking or obstruction offences, insurance offences or challenging a fixed penalty notice
 - where you have not reported the claim to us within 10 days of receiving a written Notice of Intended Prosecution
- ! **Motor contract disputes:**
 - where the amount in dispute is £100 or less incl. VAT
 - which relate to a settlement payable under an insurance policy
 - where the agreement was not entered into during the period of insurance
 - relating to recovery of money, where the other party indicates that a defence exists



Are there any restrictions on cover? *(continued)*



Replacement hire vehicle costs:

- if you are claiming against an uninsured or untraceable driver
- where the accident was not entirely the other driver's fault
- when you make your own arrangements for hire after an accident
- when you have reasonable use of an alternative vehicle that you own

We will choose the vehicle hire company, the type of vehicle to be hired and decide how long a vehicle can be hired.

You must follow any terms and conditions of hire.



Where am I covered?

- ✓ For **Personal injury, Uninsured loss recovery, Motor prosecution defence and Motor contract disputes**, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey
- ✓ For **Replacement hire vehicle**, England and Wales, the mainland of Scotland and Northern Ireland, the Isle of Man, Jersey and Guernsey



What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need



When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



How do I cancel the contract?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. Provided no claims have been made within that period, the person who sold you this policy will give you a full refund of the premium, subject to any separate charges that they may apply.

After the cooling off period you may also cancel this policy by providing 14 days' notice. Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.